

Counterpart - Betha Star

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RECORDATION NO. 18816-K
FILED 1423
DEC 21 1995 11 10 AM
INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 20, 1995

0100897035
\$ 42.00

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of a Supplement No. 6, dated as of December 20, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Loan, Chattel Mortgage and Security Agreement duly filed with the Commission under Recordation Number 18816.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: European American Bank
335 Madison Avenue
New York, New York 10017

RECEIVED
OFFICE OF THE
SECRETARY
DEC 20 4 06 PM '95
LICENSING BRANCH

A description of the railroad equipment covered by the enclosed document is:

Two hundred and seventy-three (273) railcars bearing ACFX reporting marks and road numbers as set forth on Schedule A attached thereto.

Mr. Vernon A. Williams
December 20, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return three (3) stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord", written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/21/95.

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/21/95 at 11:10AM, and assigned recordation number(s). 18816-K and 18827-S.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

\$42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

18816-K
RECORDATION SO. FILED 1/27
DEC 21 1995 11 10 AM
FEDERAL COMMERCE COMMISSION

**SUPPLEMENT NO. 6
LOAN, CHATTEL MORTGAGE AND SECURITY AGREEMENT**

SUPPLEMENT No. 6 to the Loan, Chattel Mortgage & Security Agreement dated as of May 24, 1994, as amended through the date hereof (the "Agreement") by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and EUROPEAN AMERICAN BANK, a New York banking corporation (the "Bank").

1. This Supplement is executed and delivered pursuant to the Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Bank, and to confirm the assignment under, and security interest created by, the Agreement with respect to such Collateral. Any term defined in the Agreement and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Bank, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Bank a security interest in, in each case pursuant to the Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a), 2(b) and 2(c) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto together with all accessories, accessions, equipment, parts, additions, attachments and appurtenances that are at any time appertaining, attached, affixed or related thereto, and all substitutions, renewals or replacements thereof and additions, improvements, accessions and accumulations thereto together with all rents, issues, income, profits and avails therefrom and the proceeds thereof.

(b) All of the lease agreements, lease schedules or relevant portions thereof and all riders, amendments and supplements thereto entered into and to be entered into by the Debtor with the lessee(s) thereunder, which lease agreement, lease schedule or relevant portion thereof provides for the leasing of one or more units of any of the items listed in the preceding clause (a), to the extent but only to the extent

relating to the items listed in the preceding clause (a), including (without limitation) the leases listed on Schedule A hereto, and all payments due and to become due under any such lease but only to the extent relating to any of the items listed in the preceding clause (a), whether as contractual obligations, damages or otherwise to the extent such payments are derived from any of the items listed in the preceding clause (a).

(c) All products and proceeds of any of the foregoing in whatever form, including (without limitation) insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

3. All provisions of the Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule A hereto shall be deemed an addition to, and part of, Schedule A to the Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 21 day of December, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Senior Vice President
Finance

EUROPEAN AMERICAN BANK

By: 

Name: Robert G. Maichin
Title: Assistant Vice President

[Signature Page to Supplement No. 5 to EAB Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11th day of December, 1995, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Woodbury, New York and is Senior Vice President Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

ALICE BLUMBERG
Notary Public, State of New York
No. 01BL5026266
Qualified in New York County
Commission Expires April 18, 1996

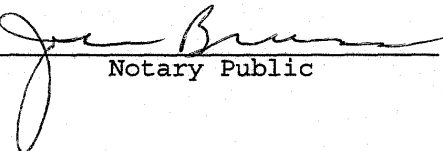


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11th day of December, 1995, before me, personally appeared Robert G. Maichin, to me known, who being by me duly sworn, says that he resides in New York, New York and is Assistant Vice President of EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

JOAN BRUNS
Notary Public, State of New York
No. 43-4510250
Qualified in Richmond County
Commission Expires February 28, 1996



Notary Public

08-Dec-95

1

SCHEDULE A

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
	25 ARCO CHEMICAL COMPANY	6388	ACFX	19368	
		6388	ACFX	19378	
	25 ARCO CHEMICAL COMPANY				2
	28 ADM TRANSPORTATION CO.	34930001	ACFX	81458	
		34930001	ACFX	81725	
		34930001	ACFX	81841	
		34930001	ACFX	82092	
		34930001	ACFX	82344	
		34930001	ACFX	82619	
		34930001	ACFX	82620	
		34930001	ACFX	82621	
		34930001	ACFX	83100	
		34930001	ACFX	83101	
		34930001	ACFX	83323	
		34930001	ACFX	83359	
		34930001	ACFX	83371	
		34930001	ACFX	83622	
		34930001	ACFX	83787	
		34930001	ACFX	84037	
		34930001	ACFX	84039	
		34930001	ACFX	84128	
		34930001	ACFX	84131	
		34930001	ACFX	84138	
		34930001	ACFX	84142	
		34930001	ACFX	84212	
		34930001	ACFX	84494	
		34930001	ACFX	84498	
		34930001	ACFX	84500	
		34930001	ACFX	84501	
		34930001	ACFX	84763	
		34930001	ACFX	84777	
		34930001	ACFX	84815	
		34930001	ACFX	84864	
		34930001	ACFX	84873	
		34930001	ACFX	84880	
		34930001	ACFX	84881	
		34930001	ACFX	84885	
		34930001	ACFX	86591	
		34930001	ACFX	87118	
		34930001	ACFX	87122	
		34930001	ACFX	87352	
		34930001	ACFX	87738	
		34930001	ACFX	87936	
		34930008	ACFX	12480	
		34930008	ACFX	81269	
		34930008	ACFX	81730	
		34930008	ACFX	82135	
		34930008	ACFX	82191	
		34930008	ACFX	82347	
		34930008	ACFX	82435	
		34930008	ACFX	82550	
		34930008	ACFX	83619	
		34930008	ACFX	84085	

SCHEDULE A

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		34930008	ACFX	84140	
		34930008	ACFX	84223	
		34930008	ACFX	86598	
		34930008	ACFX	87261	
		34930008	ACFX	87263	
		34930008	ACFX	87505	
		34930008	ACFX	87510	
		34930008	ACFX	87544	
	28 ADM TRANSPORTATION CO.				
	168 ENGELHARD CORPORATION	77300060	ACFX	49291	58
		77300060	ACFX	49294	
	168 ENGELHARD CORPORATION				2
	189 FMC CORPORATION	2181	ACFX	79812	
		2181	ACFX	79813	
		2181	ACFX	79814	
		2181	ACFX	79815	
		2181	ACFX	79816	
		2181	ACFX	79817	
		2181	ACFX	79818	
	189 FMC CORPORATION				7
	225 GEON COMPANY, THE	35250026	ACFX	57212	
		35250026	ACFX	57342	
		35250026	ACFX	96188	
		35250026	ACFX	96196	
		35250026	ACFX	96265	
		35250026	ACFX	96268	
		35250026	ACFX	96910	
		35250026	ACFX	96917	
		35250026	ACFX	97027	
		35250026	ACFX	97049	
		35250026	ACFX	97128	
		35250026	ACFX	97133	
		35250026	ACFX	97139	
		35250026	ACFX	97140	
		35250026	ACFX	97228	
		35250026	ACFX	97305	
		35250026	ACFX	97311	
		35250026	ACFX	97325	
		35250026	ACFX	97338	
		35250026	ACFX	97347	
		35250026	ACFX	97461	
		35250026	ACFX	97482	
		35250026	ACFX	97489	
		35250026	ACFX	97490	
		35250026	ACFX	97494	
		35250026	ACFX	97496	
		35250026	ACFX	98160	
		35250026	ACFX	98245	
		35250027	ACFX	96928	
		35250027	ACFX	97008	
		35250027	ACFX	97016	
		35250027	ACFX	97039	
		35250027	ACFX	97300	

08-Dec-95

3

SCHEDULE A

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		35250027	ACFX	97333	
		35250027	ACFX	97344	
		35250027	ACFX	97439	
		35250027	ACFX	97449	
		35250027	ACFX	97503	
		35250027	ACFX	97505	
		35250027	ACFX	98101	
		35250027	ACFX	98102	
		35250027	ACFX	98103	
		35250027	ACFX	98105	
		35250027	ACFX	98106	
		35250027	ACFX	98107	
		35250027	ACFX	98108	
		35250027	ACFX	98109	
		35250027	ACFX	98110	
		35250027	ACFX	98114	
		35250027	ACFX	98121	
		35250027	ACFX	98125	
	225 GEON COMPANY, THE				51
	252 J M HUBER CORPORATION	2771	ACFX	75364	
	252 J M HUBER CORPORATION				1
	263 OCCIDENTAL CHEMICAL CORP				
		48860020	ACFX	89104	
		48860020	ACFX	89105	
		48860020	ACFX	89106	
		48860020	ACFX	89107	
		48860020	ACFX	89108	
		48860020	ACFX	89109	
		48860020	ACFX	89111	
		48860020	ACFX	89112	
		48860020	ACFX	89287	
		48860020	ACFX	89289	
		48860020	ACFX	89290	
		48860020	ACFX	89291	
		48860020	ACFX	89292	
		48860020	ACFX	89293	
		48860045	ACFX	61961	
		48860045	ACFX	61962	
		48860045	ACFX	61965	
		48860045	ACFX	61969	
		48860045	ACFX	61974	
		48860045	ACFX	61978	
		48860045	ACFX	61980	
		48860045	ACFX	61982	
		48860045	ACFX	61984	
		48860045	ACFX	61999	
		48860045	ACFX	62000	
		48860045	ACFX	62001	
		48860045	ACFX	63430	
		48860045	ACFX	63483	
		48860045	ACFX	63489	
		48860045	ACFX	63495	
		48860045	ACFX	63723	
		48860045	ACFX	63802	

08-Dec-95

4

SCHEDULE A

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		48860045	ACFX	63824	
		48860045	ACFX	64381	
		48860121	ACFX	89565	
		48860121	ACFX	89566	
		48860121	ACFX	89567	
		48860122	ACFX	84558	
		48860122	ACFX	84919	
		48860122	ACFX	84921	
		48860122	ACFX	86854	
		48860122	ACFX	86855	
		48860122	ACFX	86856	
		48860122	ACFX	86857	
		48860122	ACFX	86858	
		48860122	ACFX	86859	
		48860122	ACFX	86860	
		48860122	ACFX	86861	
		48860122	ACFX	86862	
		48860122	ACFX	86863	
	263 OCCIDENTAL CHEMICAL CORP				50
	326 HUNTSMAN CHEMICAL COMPANY	3761	ACFX	58825	
		3761	ACFX	58826	
		3761	ACFX	58827	
		3761	ACFX	58828	
		3761	ACFX	58829	
		3761	ACFX	58830	
		3761	ACFX	58831	
		3761	ACFX	58832	
		3761	ACFX	58833	
		3761	ACFX	58834	
		3761	ACFX	58835	
		3761	ACFX	58836	
		3761	ACFX	58837	
		3761	ACFX	58838	
		3761	ACFX	58839	
		6491	ACFX	57150	
		6491	ACFX	97017	
		6491	ACFX	97348	
		6491	ACFX	97437	
		6491	ACFX	97440	
		6491	ACFX	97446	
		6491	ACFX	97456	
		6491	ACFX	97462	
		6491	ACFX	97492	
		6491	ACFX	98111	
		6491	ACFX	98112	
		6491	ACFX	98113	
		6491	ACFX	98116	
	326 HUNTSMAN CHEMICAL COMPANY				28
	334 MONTELL USA, INC	48720019	ACFX	97472	
		48720019	ACFX	97488	
		48740019	ACFX	57003	
		48740019	ACFX	57106	
		48740019	ACFX	57107	

SCHEDULE A

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		48740019	ACFX	57108	
		48740019	ACFX	57109	
		48740019	ACFX	57110	
		48740019	ACFX	57149	
		48740019	ACFX	57153	
		48740019	ACFX	96279	
		48740019	ACFX	96766	
		48740019	ACFX	96897	
		48740019	ACFX	96898	
		48740019	ACFX	97330	
		48740019	ACFX	97349	
		48740019	ACFX	97441	
		48740019	ACFX	97442	
		48740019	ACFX	97458	
		48740019	ACFX	98055	
		48740019	ACFX	98117	
		48740019	ACFX	98118	
		48740019	ACFX	98119	
		48740019	ACFX	98122	
		48740019	ACFX	98123	
		48740019	ACFX	98124	
	334 MONTELL USA, INC				26
	357 MOBIL OIL CORPORATION	50400022	ACFX	57464	
		50400024	ACFX	97306	
		50400024	ACFX	97345	
		50400024	ACFX	97434	
		50400024	ACFX	97465	
		50400024	ACFX	97563	
		50400058	ACFX	53162	
		50400058	ACFX	53971	
		50400058	ACFX	58003	
		50400058	ACFX	58131	
		50400064	ACFX	58933	
		50400064	ACFX	59181	
	357 MOBIL OIL CORPORATION				12
	371 EXCEL CORPORATION	6600	ACFX	78312	
		6600	ACFX	78607	
		6600	ACFX	78608	
		6600	ACFX	78609	
		6600	ACFX	78610	
		6600	ACFX	78611	
		6600	ACFX	78613	
		6600	ACFX	78659	
		6600	ACFX	87266	
		6600	ACFX	87734	
	371 EXCEL CORPORATION				10
	423 CXY CHEMICALS CANADA LTD.	64690002	ACFX	89288	
		64690002	ACFX	89568	
		64690002	ACFX	89569	
	423 CXY CHEMICALS CANADA LTD.				3
	534 SOLVAY POLYMERS, INC.	08000D	ACFX	97020	
		08000D	ACFX	97025	
		08000D	ACFX	97497	

08-Dec-95

6

SCHEDULE A

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TOTAL CARS
		08000E	ACFX	96753	
		08000E	ACFX	96795	
		08000E	ACFX	97307	
		08000E	ACFX	97327	
		08000E	ACFX	97334	
		08000E	ACFX	97335	
		08000E	ACFX	97337	
		08000E	ACFX	97443	
		08000E	ACFX	97447	
		08000E	ACFX	97453	
		08000E	ACFX	97460	
		08000E	ACFX	97466	
		08000E	ACFX	97468	
		08000E	ACFX	97495	
	534 SOLVAY POLYMERS, INC.				
	1388 HUNTSMAN POLYPROPYLENE CORP	6549	ACFX	97320	17
		6549	ACFX	97438	
		6549	ACFX	97451	
		6549	ACFX	97479	
		6549	ACFX	97485	
		6549	ACFX	97491	
	1388 HUNTSMAN POLYPROPYLENE CORP				6
	TOTAL				273